

CONTRACT

This Contract, made and entered into this 2ND day of DECEMBER 2015,

by and between the City of Key West, hereinafter called the "Owner", and _____
Charley Toppino & Sons, Inc.

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB No. 15-022 TRUMAN WATERFRONT PARK PHASE 1A, Key West, Florida to the extent of the Proposal made by the Contractor, dated September 30, 2015 all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within 910 calendar days as follows:

NTP 1:	365 days
NTP 2:	365 days
NTP 3:	<u>180 days</u>
	910 days

NTP completion days may overlap based on funding and date of respective Notice to Proceed. In the event the City elects not to authorize NTP 3, the contract term shall be reduced accordingly.

The Contractor agrees to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages for each NTP shall be paid at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractor's warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

2ND day of DECEMBER, A.D., 2015.

CITY OF KEY WEST

By J. K. Schall

Title CITY MANAGER

CONTRACTOR

By Frank P. Benedo

Title President

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